

## Amendment 141 Contract No. 229944

### To the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System

This Amendment 141 to the Contract for the Design, Implementation, Operation and Maintenance of the Regional Fare Coordination System is entered into this 2nd day of August, 2011, by and between ERG Transit Systems (USA) Inc, a California corporation and wholly owned subsidiary of Vix-ERG Limited, an Australian corporation, (hereinafter referred to as the "Contractor") and each of the following seven public transportation agencies (hereinafter referred to individually as an "Agency" or collectively as the "Agencies"):

1. Central Puget Sound Regional Transit Authority ("Sound Transit")
2. King County ("King County")
3. Kitsap County Public Transportation Benefit Area ("Kitsap Transit")
4. Pierce County Public Transportation Benefit Area ("Pierce Transit")
5. Snohomish County Public Transportation Benefit Area ("Community Transit")
6. City of Everett ("Everett")
7. State of Washington, acting through the Washington State Department of Transportation, Washington State Ferries Division ("WSF")

#### Recitals

- A. Effective April 29, 2003, each of the Agencies and the Contractor entered into Contract #229944 ("Contract") to implement a Regional Fare Coordination System ("RFC System") to establish a common fare system utilizing smart card technology. The Contractor is responsible for the development, implementation, operation and maintenance of the RFC System as specified in the Contract.
- B. The Agencies and the Contractor desire to amend Section VI of Exhibit 9, Price Schedule Special Programs, to compensate the Contractor to perform the Preliminary Analysis necessary to develop a proposal to provide cost and other know impacts to modify the Business Account Website (BAW) to enable the business account customer to perform some level of card replacement. This work is performed per RFCS-RFI-635 *BAW – Expand Card Replacement Process to Business Accounts* (per the Agencies' response dated April 8, 2011).
- C. The Parties agree that the Work necessary to perform the Preliminary Analysis will be compensated as follows.

## **Agreement**

### **Section 1.0 Description of Work**

1.1 The Contractor will perform the Preliminary Analysis which will include:

- (a) Schedule one (1) meeting with the Agencies to confirm the screen layouts and any business rules or decision processing that is required and reporting requirements.

1.2 The Contractor will present a written response to the Agencies that will include the following deliverables:

- (a) A statement of requirements
- (b) A solution proposal, to include screen mock-ups. In the event that additional screen layout or process flow options are identified, these will be included.
- (c) A list of configurable items that will be modified or added for the proposed change
- (d) A summary of any identified issues, risk or system constraints that need to be considered in the agreed solution or limit the proposed solution
- (e) A detailed cost estimate for the solution and an initial schedule impact
- (f) A summary of any waivers that will be required by ERG in order to perform the work.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the sufficiency of which is hereby acknowledged, the Parties hereby agree to amend the Contract as follows:

## Section 2.0 Compensation Changes

Section VI (Implementation) of Exhibit 9, Price Schedule, is hereby amended to read as follows:

## VI. IMPLEMENTATION

### SPECIAL PROGRAMS

<b>LUMP SUM COST</b>
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To perform Preliminary Analysis to develop a proposal to modify the Business Account Website to enable the business account customer to perform some level of card replacement.	
<b>TOTAL</b>	<b>\$6497</b>

## Section 3.0 Other Terms and Conditions

All other provisions of the Contract not referenced in this Amendment One Hundred and Forty-one shall remain in effect.

IN WITNESS WHEREOF, authorized representative of the Agencies and the Contractor have signed their names in the spaces provided below.

**ERG Transit Systems (USA) Inc.**

By: *Michael M. Cochran*  
Its: *ERG*

Date: *7-29-11*

**The Agencies**

By: *Candace Carlson*  
Their: *Operations Manager*  
On behalf of the Agencies  
Date: *August 2, 2011*